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AGREEMENT

by and between the
SUPERINTENDENT
of the
WEST SENECA CENTRAL SCHOOL DISTRICT
and the
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
West Seneca Central School District Unit
Erie County Educational Local 868
July 1, 2004 - June 30, 2009

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AGREEMENT

THIS AGREEMENT made this 7th day of June, 2004 between the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL #1000, AFSCME, AFL-CIO, hereinafter referred to as the 'CSEA' and JAMES K. BROTZ, AS SUPERINTENDENT OF SCHOOLS OF WEST SENECA CENTRAL SCHOOL DISTRICT, hereinafter referred to as the 'Superintendent.'

WHEREAS, the CSEA has been recognized as the sole and exclusive representative of certain School District employees, and

WHEREAS, negotiations have been conducted in accordance with the requirements of Article 14 of the Civil Service Law (also known as the "Taylor Law").

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

ARTICLE I: RECOGNITION

Section 1.1:

The parties hereby confirm the recognition by the Board of Education on April 27, 1970 of the CSEA as the sole and exclusive representative and the bargaining agent for and on behalf of the employees included within the Civil Service Negotiating Unit.

Section 1.2:

The parties hereby confirm the composition of the Civil Service Negotiating Unit to include all non-teaching, non-certified positions jurisdictionally classified by the Civil Service Department as being in the classified service of the Civil Service except the following specified positions:

Seasonal employees

Substitute employees

Those positions to be classified as exempt, managerial, confidential, legislatively enacted or represented by the Supervisors and Directors Association, and/or the Managerial Assistants and Clerical Association.

Section 1.3:

The CSEA hereby confirms its affirmation that it does not assert the right to strike against the government; to assist or participate in any such strike; or to impose an obligation to conduct, assist or participate in such strike as provided in Section 207.3(b) of the Civil Service Law.

ARTICLE II: DEFINITIONS AND INTERPRETATION

Section 2.1:

Throughout this Agreement, each term listed below has the meaning set forth below with that term:

- (a) "District" means the West Seneca Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g.,

the Board of Education) properly authorized to act on behalf of the District.

- (b) "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- (c) "Superintendent of Schools" means the person appointed by the Board to serve on a regular acting or interim basis as the Superintendent of Schools, or his/her designee.
- (d) "CSEA" means the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO of which Local 868 Erie County Educational Local 868 West Seneca Central School District Unit is a subdivision of CSEA.
- (e) Full Time and Regular Part Time: Full time and regular part time service shall mean an appointment to serve for four (4) or more hours per day for five (5) days a week for the prescribed work year.
- (f) Part Time: Part time service shall mean an appointment to serve for less than four (4) hours per day, five (5) days a week for the prescribed work year.
- (g) "Party" means the District or the CSEA. "Parties" means the District and the CSEA.
- (h) "Agreement" means this Agreement, all appendices referred to in the Agreement and all amendments to this Agreement.
- (i) "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- (j) "Fiscal Year" means the period which begins at 12:01a.m. on July 1st of each year and ends at midnight on the next following June 30th.
- (k) "School Year" means the period which begins at 12:01a.m. on September 1st of each year and ends at midnight on the next following June 30th.
- (l) "Execution Date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which the parties both sign this Agreement, or if the parties sign on different dates, it shall be the latest date on which a party signs.
- (m) "Active Payroll" means the compensatory time when an employee is being compensated for working or is on paid leave time pursuant to this Agreement, as distinct from the time when an employee is absent or is on unpaid leave or is on layoff.

- (n) "Unit" or "Negotiating Unit" each mean the employer-employee negotiating unit set forth in Section 1.2 of this Agreement.
- (o) "Notice" when used with reference to the District, means giving notice in writing to the Superintendent by delivering it to the Superintendent in person (in which case the Superintendent shall sign a receipt therefore) or by sending it to the Superintendent by registered or certified mail or telegram addressed to the Superintendent at the West Seneca Central School District, 1397 Orchard Park Road, West Seneca, New York 14224. When "notice" is used with reference to the CSEA, it means giving notice in writing to the CSEA's Unit President by delivering it to the CSEA's Unit President in person (in which case the Unit President shall sign a receipt therefore) or by sending it to the President by registered or certified mail or telegram addressed to the Unit President at the Unit President's home address as shown on the books of the District.

Section 2.2:

Except when this Agreement explicitly says otherwise, the following rules apply in interpreting this Agreement:

- (a) A word of one gender applies to both genders.
- (b) A word of singular number applies also in the plural.
- (c) Each lettered Appendix referred to in this Agreement (e.g., "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- (d) Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.
- (e) This Agreement shall be interpreted according to the laws of the State of New York and applicable laws of the United States.

Section 2.3:

All the agreements which the parties have reached during negotiations are recorded in this agreement or in Memorandum of Agreement which bear the same date as the execution date. This agreement, together with such Memorandum of Agreement, constitute the entire and complete record of the binding commitments between the parties. From and after the Execution Date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (1) dated on or after such Execution Date and (2) signed by duly authorized representatives of both parties.

ARTICLE III: CSEA - DISTRICT RELATIONS

Section 3.1:

The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement, together with whatever rights may be granted to the District by later developments of law.

ARTICLE IV: DUES DEDUCTIONS

Section 4.1:

The CSEA shall have exclusive payroll deduction of membership dues and premiums for CSEA group insurance policies for such employees as shall individually and voluntarily authorize such payroll deductions in writing.

Section 4.2:

Following each pay period, the School District shall transmit the amount so deducted to the CSEA and/or its designated agent.

Section 4.3:

The CSEA shall certify to the School District, in writing, the current rate of its membership dues and in the event of any change of rate of its membership dues during the duration of this contract certify to the School District, in writing, such changed rate at least thirty (30) days prior to the effective date of such change.

Section 4.4:

Such deductions shall be deducted each pay period in an amount which shall be determined by the parties.

Section 4.5:

Any employee may withdraw his authorization, in writing, at least two (2) weeks prior to the effective date of such withdrawal. Such notification of withdrawal shall be by registered mail directed to the District Director of Personnel who shall transmit a copy of such notification of withdrawal to the President of the West Seneca School Unit of the CSEA.

Section 4.6:

ON AND AFTER JULY 1978, THE SCHOOL DISTRICT SHALL DEDUCT AN AGENCY SHOP FEE FROM THE COMPENSATION OF EMPLOYEES WHO ARE NOT MEMBERS OF THE CSEA IN AN AMOUNT OF DUES PAYABLE BY A MEMBER FOR THE PURPOSE OF COLLECTIVE NEGOTIATIONS IN ACCORDANCE WITH THE PROVISIONS OF CIVIL SERVICE LAW, SECTION 210, AS AMENDED.

ARTICLE V: COMPENSATION

Section 5.1:

Compensation shall be as called for in Appendix A. Each employee due an increment shall receive an increment in accordance with present practice.

Section 5.2:

Longevity increments shall be added to the compensation of each full time employee if such employee has completed the required length of service in the amounts specified as follows:

LENGTH OF SERVICE	AMOUNT
After fifteen (15) years of service	\$300.00
After twenty (20) years of service (an additional)	\$400.00
After twenty-five (25) years of service (an additional)	\$500.00

In the event that the full time employee completed the required length of service between July 1 and December 31 of any year, fifty percent (50%) of such longevity increment shall be added to the compensations of such full time employee on January 1. Payment of longevity increments will be made in a lump sum (i.e., a separate check) in July or January, whichever is appropriate.

Section 5.3:

- A. Drivers shall be paid a minimum of two (2) hours at their regular rate of pay on extra trips of two (2) hours or less.
- B. In addition, a Bus Driver or Bus Attendant shall receive a meal allowance of fifteen dollars (\$15.00) on an extra trip of five (5) hours or more upon submission of such expenditure. The driver or attendant shall also receive the meal allowance referenced above each four (4) hours thereafter. If a driver is on an overnight trip, the District policy on meals for overnight trips shall apply.
- C. In accordance with established practice, the School District and its agents and/or management personnel agree to continue the following terms and conditions of employment relating to Bus Drivers.
 - 1. Any Bus Driver who is called into work shall be guaranteed a minimum of two (2) hours pay for such call-in. However, in instances where a Bus Driver is asked to remain after his/her regularly scheduled run in order to perform additional work, such time worked shall not be considered a call-in. In such situations the Bus Driver shall be paid only additional time worked and/or spent waiting work.
- D. Reporting all absences and awarding mid-day runs when the regular driver or attendant is absent shall be administered as follows:
 - 1. For a.m. assignments, drivers and attendants shall call in absences between 5:30 a.m. and 6:00 a.m. unless notification was previously provided.
 - 2. Midday assignments which become available due to the absence of the regularly scheduled employee

shall, provided that notice requirements for reporting absences are met, be given to the most senior driver or attendant who is available. Availability shall be limited to those who have no previously scheduled midday assignment. Each call-in by an employee will be treated as a separate absence; that is, if an employee calls in absent, paragraph D will be applied for each reported absence.

Example: Driver A calls in Monday morning reporting s/he will be sick that day and then calls later that same day to say s/he will be out the remainder of the week. This involves two separate calls involving two separate absences, one for Monday and the other for the remainder of the week. Therefore, the next senior driver who is available will be assigned for Monday morning and the next senior driver who is available will be assigned for the remainder of the week. This may or may not be the driver who was assigned on Monday morning.

- E. A regular employee temporarily assigned to a midday assignment as outlined above in paragraph D-2 will continue in that assignment for the duration of the employee's absence.

Bus Mechanics shall receive up to \$1500 per year for tools and clothing. The mechanics may purchase these items and submit a receipt for reimbursement or acquire these items through a vendor with whom the District has an account. If the mechanic leaves the employ of the District before his/her first anniversary date, the mechanic shall reimburse the District for any payments made under this provision. Mechanics may choose to continue to have the allowance added to their annual salary.

Section 5.3 F:

- A. Extra work is defined as work normally done by an appointed school bus driver and/or bus attendant that is in addition to an AM/PM bid run.
- B. All extra work (Late sports, Middays, Potter Vocational, Bid detentions, Bid four o'clock transfers) will be assigned to the next senior available driver/aide when a regular driver/aide is on an extended absence.

- a. Known long term Late sports absences (>three days), will be assigned from the signed Late sports sheet, signed at bid time, to drivers without bid midday work, or to drivers with/without bid after school activities.
 - b. Known long term BOCES absences (>three days), will be assigned from the seniority list to employees with five hours or less AM/PM bid time and drivers without bid midday work, or to drivers with/without bid after school activities.
- C. All extra work (exclusive of Middays, Potter Road BOCES, Early Dismissals) must be signed for at bid time to be placed on the eligibility list. Drivers/Aides wishing to sign after bid day, or sign after Board appointment will be placed at the bottom of the eligibility list, regardless of seniority and may not exceed an eight hour day.
- D. The driver/aide will be assigned to an extended absence as set forth in section 5.3 E.

Section 5.3 G:

- A. All of the extra work below will be assigned by available seniority in the following manner:
- 1. Midday Potter Vocational - Guaranteed three hours.
 - 2. Kindergarten/Middays/Unassigned Early Dismissals - Guaranteed two hours (PRIOR to 1:00 p.m.).
 - 3. Late Sports - Guaranteed two hours.
 - 4. Early dismissals 1:00 p.m. or later - Guaranteed one hour.
 - 5. After school activities (formerly intramurals)/detentions - Guaranteed one hour.
- B. Employees have a right to their own early dismissals unless they choose to accept another work assignment, exclusive of employees with bid midday work, or bid late sports.
- C. Drivers/aides who are not available for a midday run (i.e. #1, 2, 4 above) will be asked to work Late sports or intramurals/detentions if these runs become available at a later time.
- D. After school activities may be bid. Employees may refuse an after school bid to accept in between, early dismissals, BOCES runs, and middays (i.e. kindergartens, related services, shuttles).

Section 5.3 H:

- A. Bid day for a school year will be held the Thursday prior to the start of school unless each transportation department employee is given written notice of the change.
- B. Regular Routes will be bid according to the seniority of the drivers/aides. Routes are subject to change after they are bid. It is understood that routes may require some changes after being established, but every effort will be made to avoid major changes, however, some changes may be necessary after routes are bid.
- C. Permanent extra work that becomes open after bid day will be assigned to the next available senior driver.
 - a. Permanent extra work will be posted for five (5) days at the transportation department. After which time the permanent extra work will be awarded to the senior most eligible employee that signed for said work.
- D. No combination of bid routes will exceed an eight hour day. Late sports is a guarantee of two hours when calculating an eight hour day.
- E. Early dismissals scheduled for a given day will be assigned to the P.M. driver/aide of the regular run. If the driver/aide of the regular p.m. run is not available, he/she is responsible to notify the Head Bus Driver PRIOR TO THE START OF THE A.M. RUN of his/her status. This work will then be offered per Section 5.3 G of this agreement. Acceptance of an early dismissal, BOCES run, kindergarten, shuttle, related services run, may not result in a workday in excess of eight hours.
- F. In the event that a previously accepted extra work assignment is canceled, it is the responsibility of the driver/aide to notify department supervision of a change in status. Failure to follow the above will release the district from any pay responsibility.

Section 5.3 I:

TRIPS

- A. There are three types of trips: (1) Hourly (or in-between trips), (2) Nights, Weekends and Holidays) and (3) Overnight.

1. Hourly trips are a guarantee of two hours when computing an eight hour work day. These trips operate between the regular A.M. and P.M. run. The hours for these trips are between 8:45 A.M. to the P.M. report time. These trips may result in overtime pay.
 2. Nights (after 4:00 p.m.), Weekends and Holidays: Trips that occur after 4:00 p.m., weekends and holidays shall be paid in accordance with Section 5.3 A
 3. Overnight trips are paid on a straight hourly basis with a minimum of eight hours per day. Hotel expenses will be paid for by the District and meals will be paid per the district conference meal allowance.
- B. In Between Trips and Nights and Weekends Trips will be assigned by the wheel concept. Out of Town Trips will be assigned by availability, then seniority. Drivers/aides must sign the eligibility list at bid time. The decision to sign for trips after bid day will place the driver/aide at the bottom of the trip wheel(s).
- a. Midday, Potter Vocational and Late Sports drivers are not eligible for In Betweens
 - b. Late sports drivers will have nights and weekends rotations held until they are available for a nights and weekends trip.
 - c. Drivers/aides will have the choice to accept a trip or do their own early dismissal. Choosing an early dismissal will not effect for or against a rotation on the trip wheel.
 - d. When trips become open at the last minute or in an emergency the district will attempt to ask the next senior available person to cover the trip. Acceptance of this work will not count on the wheel.
 - e. No switching of trips will be allowed.
 - f. Trips will be posted on the employee's time card between 72 and 24 hours in advance of the trip on prescribed forms.
 - g. Acceptance or rejection of the trip must be within 24 hours of the trip taking place. Failure to accept or reject within the prescribed time will result in one rotation being skipped.
 - h. A driver/aide given 25 -5 hours notice of trip will not have the refusal of that trip count for or against a rotation on the wheel.

- i. A driver/aide offered a trip less than five hours of the scheduled departure time will not have a rotation counted for or against a rotation on the wheel.
- j. A driver/aide must be available after the A.M. bid time or prior to the P.M. bid time for trip wheel work.
- k. The district reserves the right to cover trips that will conflict with school runs with non-unit drivers. However, when this work can't be covered, the district will use available unit drivers regardless of overtime considerations. These trips will not be counted on the wheel.
- l. The district will attempt to distribute the work indicated in Section k above on an equitable basis.
- m. Employees who refuse three trips in a row on either trip wheel will result in the removed from that wheel for two rotations.
- n. Drivers may not accept work that violates Chapter 17 NYCRR 723.10g, 723.10i1, inclusive of School RUNS, In-betweens and Nights and Weekends
- o. Trips requested to operate ten hours or more may be split. Trips that are split will require the out and back portion to be covered by the same driver with one rotation counted on the trip wheel.
- p. Drivers that are scheduled to do late sports runs may choose to perform a 4:00 p.m. trip at his/her option in lieu of the late sports run.

Section 5.3 J: Mileage

Employees that use their personal vehicles for District business shall receive mileage reimbursement at the IRS rate.

Section 5.4:

- A. Each employee covered under this contract who works in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid one and one half (1 1/2) times his/her straight time hourly rate for each hour or part thereof worked. In the computation of regular time to determine an employee's eligibility for overtime, jury duty and holidays shall be counted as regular time worked. Also, for the purpose of computing overtime with regard to building checks, scheduled vacation time shall count as time worked. Employees at their option

may elect to receive compensatory time at time and one half rate outlined above. Compensatory time shall be cumulative to 40 hours.

- B. Each employee covered under this contract who works on a Holiday shall receive two (2) times his/her regular daily rate of pay for work on the Holiday in addition to his/her Holiday pay.
- C. Only those employees who work on staff development days at the request of the District will be paid at their respective straight times therefor.

Section 5.5:

The District shall reimburse employees for job related education expenses in accordance with the following:

- A. The course must be from an accredited or recognized program (including Adult/Continuing Education).
- B. The course must be taken outside of the employee's regularly scheduled work day.
- C. The course must be directly related to the employee's current position in the District.
- D. Only TUITION shall be reimbursable. The amount is limited to \$200 per fiscal year (July 1 - June 30) per employee and shall be paid upon submission of a paid receipt and verification of successful completion of the course.
- E. ALL COURSES MUST BE SUBMITTED FOR APPROVAL, IN ADVANCE, TO THE DIRECTOR OF PERSONNEL. Forms for this purpose are available from Department supervisors and the Personnel Office.

Section 5.6:

In July of each school year, the District shall pay any full time employee who has not taken any sick, personal or unpaid leave during the preceding twelve (12) month period (i.e., July 1- June 30) a bonus of \$175.

ARTICLE VI: INSURANCE

Section 6.1:

The District will pay 100% of the cost of family, dual (2 person coverage), or single coverage, as the case may be, for all full time and regular part time employees to provide coverage for health care expenses.

The coverage under the plan will be substantially equivalent to options provided under the Encompass C plan.

Section 6.2:

Those full time or regular part time employees who have coverage for health care expenses through another source, and thereby choose not to participate in the District plan for health care coverage, shall be provided the opportunity to participate in the 'waiver plan.'

Section 6.3:

Participation in the waiver plan entitles an employee to receive an annual payment of \$1200 in the first pay period in June. If, due to an event consistent with 'COBRA' regulations (loss of coverage), an eligible employee becomes entitled to enroll in the District health care coverage, the employee will be compensated for the participation in the waiver plan on a pro rata basis at the rate of \$100 per month.

Section 6.4:

An employee not on the District's active payroll will be eligible to participate in the various insurances provided under this Article VI upon advance payment of one hundred percent (100%) of the premiums therefore according to the requirements of the District's Business Office.

Section 6.5: Sick Leave Conversion at Retirement

Accumulated sick leave will be converted to a lump sum account upon separation of employment due to retirement purposes, in accordance with the provisions of the NYS Local Employee Retirement System. The account will be available to the retiree to pay for cost of coverage for health care premium expenses in retirement. The following preconditions shall apply:

- 1) Employees must have a minimum of 10 years of service to the District.
- 2) Employees must have accumulated a minimum of 75 sick leave days.
- 3) Notification. Employee must submit a letter of separation to the District no later than forty-five (45) days prior to the effective date of separation. The District may waive the time notification in appropriate cases. This requirement will be waived in cases of verifiable serious illness or disability of the employee or the employee's spouse.
- 4) Calculation: The number of accumulated sick leave days multiplied by \$50.
- 5) For the purpose of sick leave conversion at retirement, there will be no maximum of accumulated sick leave.

Section 6.6: Dental

The District will pay 100% of family, dual (2 person coverage), or single coverage as the case may be, for all full time and regular part time employees to provide coverage for dental care expenses. The coverage under the plan will be substantially equivalent to plan type PPO-UA.

Section 6.7: Section 105 Plan

The District shall provide employees with a plan consistent with Section 105 of the Internal Revenue Code. Effective 7/1/2004 and each year thereafter, the District shall contribute \$150.00 for each employee with single coverage and \$350.00 for each employee with dual or family coverage.

Section 6.8: Section 125 Plan

The District will establish a plan for employees to utilize pre-tax dollars to pay for unreimbursed medical expenses and dependent care expenses under Section 125 of the Internal Revenue Code.

ARTICLE VII: TIME OFF FROM WORK

Section 7.1: ABSENCES

Section 7.1.1:

The following definitions apply to this Article:

- a. An employee is absent when the employee does not work a portion or any of the hours the employee is scheduled to work on a given day in their regularly scheduled work year. An employee is absent without leave when they fail to notify the District of an absence.
- b. An employee is tardy when the employee reports for work after the assigned reporting time but works the balance of the hours which the employee was expected to work for that day.
- c. An incident is: (1) each day or consecutive days of sick leave with or without leave, (2) each day on which an employee is tardy for one hour or more with or without calling in. Incidents will be calculated for those employees who have used more than three sick leave days in a twelve month period.

If a documented family illness exists, the District will waive those absences related to the family illness for the purposes of this Article.

Section 7.1.2:

Employees must abide by the following notice and call-in rules:

If an employee knows in advance of the need to be absent, the employee must tell the employee's immediate supervisor/administrator/department head on the earliest possible work day in order to allow as much time for planning as possible.

Section 7.1.3:

When an employee calls in to the employee's supervisor/administrator/department head to report absence or tardiness of one hour or more, the employee must tell the supervisor/administrator/department head the reason for the absence or tardiness. If absent, the employee must tell the supervisor/administrator/department head the day on which the employee expects to return to work. If tardy, the employee must tell the supervisor/administrator/department head at what hour the employee expects to return to work.

Section 7.1.4:

An employee shall not leave work before the employee’s scheduled quitting time (“early quit”) without the permission of the employee’s supervisor/administrator/department head, or Superintendent.

Section 7.1.5:

An absence without leave, an unexcused absence, an unexcused tardiness and an early quit without the permission of the supervisor/administrator/department head are all without pay and are all matters for which an employee can be disciplined in accordance with Section 7.1.8.

Section 7.1.6:

When an employee is on an excused absence for a period of longer than five consecutive work days, the employee must either be on a leave of absence of definite duration approved by the Board of Education, or the employee must produce a Doctor’s note with an anticipated date of return to work.

Section 7.1.7:

Any absence because of illness or injury of three consecutive work days or more must be supported by a certificate from a physician setting forth the nature of the illness and the date or dates on which the physician treated the employee.

Section 7.1.8:

In accordance with the principle of progressive discipline, the following penalties will be imposed by the District for 3 or more incidents within a 90 day period of time as outlined below:

First	Documented Verbal Warning
Second	Written Warning (subject to review within 5 working days by the Director of Personnel or designee)
Third	Final Written Warning and Suspension without pay for three days (subject to review within 5 working days by the Superintendent or designee)
Fourth	Dismissal (subject to the Arbitration provision in grievance procedure)

The first step of this process is applicable to an employee who has not received a disciplinary notice under this Article of the contract for a period of twelve (12) consecutive calendar months.

ARTICLE VIII: VACATIONS AND HOLIDAYS

Section 8.1:

All eleven (11) and twelve (12) month full time employees shall be granted paid vacations to be scheduled by the School District as hereinafter set forth.

Section 8.2:

A vacation year shall commence on July 1st of each year.

- A. Vacation time is to be taken in the year immediately following the year in which it has been earned. No vacation time shall be allowed to accumulate from one year to another unless permission (IN WRITING) is granted by the Superintendent. The accumulated time shall expire at the end of the year succeeding the year in which it was deferred.

Section 8.3:

An employee shall become eligible for vacation time after six (6) months of continuous service. An employee with less than one (1) year service as of July 1st is eligible for one (1) day of vacation time for each month of service with a maximum of five (5) days for the first six (6) months and ten (10) days for one year.

Section 8.4:

An eleven (11) month full time employee who as of July 1st of each year has completed one or more years of continuous service is eligible for vacation time as follows:

Years of Service	Number of Days of Vacation
After one (1) year	10 days
After five (5) years	15 days
After fifteen (15) years	20 days
After twenty (20) years	24 days

On an employee’s anniversary date in their 5th, 15th and 20th year of service, they are entitled to be credited with the number of vacation days outlined in the vacation schedule in this section of the contract. The maximum number of days credited will be limited to the days outlined in the schedule.

Vacation requests may be submitted to the Personnel Office throughout the school year. In order to have seniority be the determining factor for the granting of vacation leave, requests must be submitted by September 15th of each year.

Thereafter, vacation leave shall be granted on a first come, first served basis.

Eleven (11) month employees are not limited to the Christmas and Easter recess except that no more than five (5) days may be taken in any one school year on days when school is in session.

Section 8.5:

A twelve (12) month full time employee who as of July 1st of each year has completed one or more years of continuous service is eligible for vacation time as follows:

Years of Service	Number of Days of Vacation
After one (1) year	10 days
After five (5) years	15 days
After ten (10) years	18 days
After fifteen (15) years	20 days
After twenty (20) years	27 days

On an employee’s anniversary date in their 5th, 10th, 15th and 20th year of service, they are entitled to be credited with the number of vacation days outlined in the vacation schedule in this section of the contract. The maximum number of days credited will be limited to the days outlined in the schedule.

Section 8.6:

If a holiday falls within the vacation period of the employee, the District shall allow the employee to extend his/her vacation period by the number of holidays falling within the aforementioned period.

Section 8.7: HOLIDAYS

The days prescribed by law for the observance of the traditional holidays of Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after the Thursday observed as Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day (all District employees), Memorial Day, plus three (3) days for ten (10) month employees, four (4) days for eleven month employees, and five (5) days for twelve (12) month employees to be designated by the Superintendent. The Superintendent (or designee) will discuss the holiday schedule with the President of the Association prior to the adoption of the school calendar by the Board of Education.

Section 8.8:

Any regular part time employee (less than twenty (20) hours per week) shall be entitled to one (1) paid holiday which immediately follows a period of ten (10) consecutive working days in which the employee accumulates a total of twenty (20) or more hours in each of the two (2), five (5) days periods preceding the holiday. All substitutes are excluded from this coverage. The Independence Day Holiday shall be excluded.

Section 8.9:

All regular part time employees (less than twenty (20) hours per week) shall be entitled to two (2) paid holidays to be designated by the Superintendent between September 1st and June 30th.

Section 8.10:

To be eligible for any holiday granted under this agreement, an employee must be in compensable status on his/her last scheduled workday before the holiday and the next scheduled workday after the holiday, or on an approved leave of absence.

Compensable status means a workday, a sick day, a personal day, jury duty day, vacation day, job related injury or bereavement day. In the event of the use of a sick day to maintain compensable status, the District shall have the right to request a doctor's statement to verify the illness.

ARTICLE IX: SICK LEAVE

Section 9.1:

Each regular full time and regular part time employee shall be allowed sick leave without loss of salary in accordance with the attached schedules marked Appendix "B-1" and Appendix "B-2" and made a part of this agreement. An employee on sick leave will be paid for each day thereof at his or her straight time rate for the number of hours the employee otherwise would have worked on such day. An employee may use up to two (2) days per year of this leave in cases of illness of his/her parent, child, or a member of the employee's immediate family (i.e., a person permanently residing in the personal household in which the employee resides). If an employee does not use the full amount of sick leave allowed in any fiscal year, the amount not used may accumulate from year to year to the maximum indicated in said schedules.

Section 9.2:

Employees who have total absences claimed as sick leave in excess of five (5) days in any school year may be requested to document the reason for such absences with a doctor's note or statement. Further, the District may request a note or statement for a single day of absence where it has reasonable cause to suspect the employee of using the leave for an unauthorized purposes, provided, however, failure to provide such verification shall not be cause for disciplinary action. (Note: Employees who are absent for three (3) or more consecutive work days may be required to document the reason for such absence).

Section 9.3:

In addition to the foregoing, each regular full time and regular part time employee shall be allowed non-cumulative additional or extended sick leave as indicated in the attached schedules marked Appendix "B-1" and Appendix "B-2" when such employee has an extended home or hospital confinement. Any such leave granted under this paragraph shall, at the discretion of the School District, require a physical examination by a school physician designated by the School District for verification of the confinement and inability to perform assigned duties. Such additional or extended sick leave shall be granted only where the following conditions exist:

- A) The employee is confined to home or hospital;
- B) The employee is on regular sick leave as provided in Section 9.1 above and has exhausted or is about to exhaust his accumulated regular sick leave;
- C) The absence of the employee due to personal sickness or physical disability is continuous and unbroken from the termination of regular sick leave and the commencement of the additional or extended sick leave;
- D) The additional or extended sick leave is limited to one continuous and unbroken absence due to personal sickness or physical disability in each school year; and
- E) Upon a return to duty, no further additional or extended sick leave shall be granted during such school year.

Section 9.4:

Following the return to duty of an employee from an extended sick leave as provided in Section 9.3 of this Article IX, the employee's annual sick leave allowance shall be debited up to two (2) days or more per year until the number of extended sick leave days which were utilized by the employee is reached. The District shall automatically debit the employee two (2) days; if the employee wishes to contribute more days, he/she must notify the Personnel Office in writing by July 15 for eleven and twelve month employees or September 15 for ten month employees. No employee shall be granted a subsequent extended sick leave until all days utilized are repaid to the District.

Section 9.5:

Employees shall have their accrued leave allowance recorded on their earnings statement each pay period.

Section 9.6:

When an employee takes leave pursuant to the Family and Medical Leave Act of 1993, the employee shall be paid for as much as possible of such leave by charging such leave against the employee's available sick leave, personal business leave and vacation time.

ARTICLE X: PERSONAL, BEREAVEMENT AND JURY DUTY LEAVE

Section 10.1:

Each employee shall be allowed two (2) days of personal leave in each fiscal year. Each eleven (11) and twelve (12) month full time employee shall be allowed one (1) additional day of personal leave in each fiscal year. Personal leave shall be non-cumulative.

Section 10.2:

A request for such personal leave shall be submitted to the building principal or immediate supervisor, as the case may be, for approval. In submitting a request for leave under this Section, the employee shall specify which of the following exclusive categories justifies the request:

- A. The day of appearance in any legal matter or proceeding involving the employee and/or a member's family;
- B. The day of appointment with a medical specialist; for the employee or member's family;
- C. The day of attendance at a wedding or graduation involving the employee or a member of his immediate family.

Section 10.3 (a):

One personal leave day may be used at the discretion of the employee and will not be subject to the conditions of Section 10.2 A, B or C. This day is subject to all other Sections of Article X.

Section 10.3 (b):

Notwithstanding paragraph 10.3 (a) above, if the reason for submitting a request for such personal leave does not fall into one of the above categories, (10.2 A, B or C), the employee shall state the specific reason for the use of such leave in submitting his/her request to the building principal or immediate supervisor, and the Superintendent shall have the sole authority and discretion to approve or disapprove any such application.

Section 10.4:

The Superintendent or his designee shall have the sole authority and discretion to approve or disapprove an application for personal leave on the day before or the day after a holiday. The Superintendent or designee shall not unreasonably deny an employee's request for such leave.

Section 10.5:

Any unused personal day shall be credited to the accumulated regular sick leave of each full time employee, but not to exceed a maximum of accumulated regular sick leave and unused personal days of two hundred and ten (210) for eleven (11) and twelve (12) month full time employees and of one hundred sixty-eight (168) days for ten (10) month full time employees.

Section 10.6:

When schools are closed to students and teachers because of adverse weather or other emergency conditions, the following procedure shall be implemented:

- A. If the schools are closed prior to the regularly scheduled starting time:
 - 1. Employees whose titles are covered under the bargaining unit shall not report for work and shall receive their daily rate of pay without loss of any leave accruals.
 - 2. The Superintendent of Schools will determine which of the employees defined in this Subdivision (1), who are employed in the various divisions or departments of the District, are needed to provide services. Those employees shall report to work.

If an employee who is directed to report to work is unable to report due to climatic conditions, road conditions, or other reason(s), such employee shall be entitled to his/her daily rate of pay without loss of any leave accruals on presentation of the reason(s) justifying the absence to the Superintendent of Schools. For the purposes of this provision, presentation shall be defined as calling the Superintendent of Schools, stating the reason and gaining approval for not being able to report to work. The Superintendent of Schools shall not unreasonably withhold approval as provided in this paragraph.

3. Any employee who reports to work as set forth in Subdivision (2) above or is otherwise called in to work shall receive paid compensatory time off for the hours worked in addition to his/her daily rate of pay for each day(s). If the employee works beyond his/her normal daily hours of work, the affected employee shall be paid one and one half (1 1/2) times his/her hourly rate of pay for each hour or part thereof worked beyond the aforementioned hours of work in accordance with Section 5.4 of Article V.
- B. If students are dismissed after the beginning of the school day because of adverse weather or other emergency conditions:
1. All employees encumbering the title of Nurse, Health Aide, Teacher Aide, Bus Driver, Bus Attendant, and Food Service employees who have reported to work shall be dismissed in accordance with the practices established in previous school years for the dismissal of such employees when schools were closed after the commencement of the school day. That is, these employees may leave after the students have been dismissed and their services are no longer needed. Employees who have not reported to work shall not be required to report to work and shall receive their daily salary without loss of leave accruals. Employees who reported to work and who are subsequently dismissed shall, also, receive their entire daily salary without loss of leave accruals.
 2. All employees whose titles do not appear in Subdivision (1) of this Part (B) shall remain at their assignments until released by the Superintendent of Schools or until the end of their shift, whichever comes first. Employees covered under this Subdivision (2) who are released prior to the end of their shift shall be guaranteed their full daily salary without loss of leave accruals. If any employee remains at work as provided herein following the dismissal time of the last group of students, he/she shall receive paid compensatory time off for each

hour or part thereof which he/she spends completing his/her normal shift assignment following the aforementioned dismissal time in addition to his/her regular daily salary. Second shift personnel may be called to report for their complete shift and shall receive their daily salary for the day plus paid compensatory time off as provided in Subdivision (3) of Part (A) of this Section 10.6. If the second shift personnel are not called, they shall be paid in accordance with the guidelines set forth in Paragraph (1) of Subdivision (3) of Part (A) or this Section 10.6.

- C. The above procedures with regard to attendance and pay shall be adapted and used during those periods of the school year when students are not attending classes and the schools and buildings of the District are closed by the Superintendent of Schools.
- D. Employees who are on a paid leave of absence shall not have their accumulated leave accruals reduced when schools are closed as provided in Part (A) of this Section 10.6.

Section 10.7:

- A. In addition to any other type of leave herein provided, an employee shall be granted bereavement leave, as needed, up to a maximum of five (5) working days falling within the seven (7) calendar days following the date of death of a member of the immediate family. Immediate family shall be deemed to include the employee's spouse, child, parent, parent-in-law, daughter-in-law, son-in-law, brother, sister, grandchildren, or any other relative permanently residing in the same household as the employee.
- B. In addition, an employee shall be granted bereavement leave with pay for one (1) calendar day for attendance at the funeral service of any of the following relatives: grandparents, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

Section 10.8: Jury Duty

If an employee is summoned to jury duty, the employee will be granted a paid leave of absence provided that the employee sub-

mits a copy of the summons to the Personnel Office. An employee who meets the foregoing requirements and in fact performs jury duty will be paid the employee's regular rate of pay for the hours the employee would have worked in each day of absence because of jury duty.

Section 10.9:

If, for a period in excess of ten (10) consecutive workdays, an employee is absent without leave for all of the days on which the employee was scheduled to work, the employee shall be considered to have resigned unless granted an unpaid leave of absence by the Board of Election. Such a constructive resignation shall be reported to the Board and the Board shall receive and approve the resignation. When the resignation has been received and approved by the Board, the employee's employment shall be considered to have terminated as of the first day of absence without leave and the employee shall be regarded as having forfeited all seniority, all benefits accumulated on a time basis, and all of their rights granted by this Agreement as of that first day.

ARTICLE XI: RETIREMENT

Section 11.1:

The one fiftieth (1/50) non-contributory retirement benefit plan in accordance with Section 75(g) [effective May 7, 1991, Section 75(i)] of the Retirement and Social Security Law shall apply to all eligible employees.

Section 11.2:

The guaranteed minimum death benefit in accordance with Section 60(b) (3 x last year's annual salary to a maximum of \$20,000) of the Retirement and Social Security Law shall apply to all eligible employees.

Section 11.3:

Upon retirement, an employee shall be entitled to additional service credit for all accumulated unused sick leave pursuant to the provisions of Section 41(j) (up to 165 calendar days service credit toward retirement) of the Retirement and Social Security Law.

ARTICLE XII: PROBATIONARY PERIOD, PERMANENCY AND PROMOTION

Section 12.1: Probationary Period

- A. Every permanent appointment from a competitive Civil Service List will be for a probationary term of six (6) months.
- B. The probationary period for employees with one or more years of seniority who are promoted or transfer from the competitive to the non-competitive or labor class shall be six (6) months. An employee who fails to successfully complete his/her probationary appointment due to unsatisfactory performance shall be reinstated to his/her previous position.

Section 12.2:

- A. Upon fulfilling all requirements of eligibility such appointment shall become permanent upon satisfactory completion of the period of probation.
- B. Any employee who returns or is returned to his/her former title shall not suffer any loss of seniority or economic/non-economic benefits.
- C. Any employee who is transferred or promoted from the competitive, non-competitive or labor class to one of the other classes mentioned previously in this sentence, shall be allowed to carry his/her seniority with him/her for the purpose of retaining and accruing all economic and non-economic benefits to which the employee was entitled prior to the change of class or to which he/she was and still is entitled under the contract.

Section 12.3:

Any ten (10) month employee who is not to be rehired for the succeeding school year shall be notified by July 15th.

Section 12.4:

Upon promotion, an employee will be placed on the same step on the salary schedule under the employee's new classification as they were at in their pre-promotion classification (ie. step 10 to step 10).

An employee promoted from Custodian directly to the position of Senior High School Head Custodian will be guaranteed a three (3) step increase but not more than a four (4) step increase in wages above the salary level of the employee prior to the promotion.

Section 12.5:

Employees who work out of title, with the prior approval of the Superintendent of Buildings and Grounds, Supervisor of Transportation, Food Service Manager, Principal, or their designee, commencing on the first day, for a period of four (4) hours or more, per work day including holidays, call backs and overtime shall be paid at the higher rate of pay for the higher classification. The employee must work the day before and the day after the holiday at the rate of the higher classification to be entitled to the compensation at the out of title rate of pay.

Section 12.6:

Non-teaching vacancies due to a creation of new positions, resignations, promotions, lateral transfers or retirements shall be posted for a period of ten (10) work days.

Such postings will include the following information: Job classification, hours of work, hourly rate, minimum qualifications, shift and work location (building and department).

Section 12.7:

- A. When jobs are posted employees may apply for a transfer or, depending on the employee's current job title, a promotion. All requests shall be evaluated on the basis of skills, out-of-district experience, in-district experience, seniority, the employee's most recent evaluation (and/or recommendation of the current supervisor), any particular job related requirement, a need unique to the position, and attendance within the last 18 months. In considering the employee's attendance, absences for military

leave, jury duty, vacation, bereavement leave, or a documented absence due to illness or disability of the employee or family member shall not count against the employee.

- B. A two member transfer committee shall be established to screen and review credentials of all eligible applicants. The committee shall consist of the appropriate departmental supervisor (or principal) and the union president (or designee). If the committee can agree the best qualified candidate is a person currently in that job title, then a transfer shall be made. Otherwise, the Director of Personnel, considering all applicants for the position, shall fill the vacancy. The decision to grant or deny a transfer shall not be subject to the grievance procedure.
- C. An unsuccessful applicant for transfer may request a meeting with the committee or the Director of Personnel regarding the reasons for the denial of the transfer.
- D. An employee who successfully transfers shall remain in the new position for the balance of that school year and the next successive school year before becoming eligible for another transfer.

ARTICLE XIII: WORKING CONDITIONS

Section 13.1:

The District can establish the regularly scheduled hours of work (not to exceed 8 hours per day) for an employee hired after July 1, 1991 to fill a Cleaner B position.

Section 13.2:

When only one (1) Custodian is assigned to a building and pupils are in attendance and/or when only one (1) Custodian is assigned to a building on a weekend day or on a holiday, the single Custodian shall work eight (8) hours per day which time shall include a twenty (20) minute lunch period. Any Custodian, Mechanic or Groundswoker who commences his/her shift while schools are in session at 2:00pm or later shall work eight (8) hours per day which time shall include a twenty (20) minute lunch period. Exceptions to the starting time of such second shift

Custodians, Mechanics and Groundsworkers may be made at the sole discretion of the Superintendent of Buildings and Grounds. Any other Custodian, Mechanic or Groundsworker shall work eight and one half (8 1/2) hours per day which time shall include a thirty (30) minute lunch period.

Section 13.3:

During the period after the termination of two (2) full work weeks after the dismissal of pupils in June until the beginning of two (2) full work weeks before school is scheduled to resume in September, the cleaning staff in each building may, by majority vote, recommend a work week of three (3) consecutive seven and one half (7 1/2) hour days, exclusive of lunch periods, totaling twenty-two and one half (22 1/2) work hours for the work week. Such a recommendation in each building shall be submitted to the Superintendent or his/her designee who shall have the sole authority and discretion to approve or disapprove any such recommendation.

Section 13.4:

For purpose of this Section a CALL BACK shall be defined as a request by a school administrator or police department in the event of a break-in to return to work sometime between the end of a shift and the start of the next regularly scheduled shift for an individual. An early start on a shift shall not be considered a call back. When an employee reports to work in a call back situation, a minimum of two (2) hours of payroll time shall be assured. Weekend or holiday building checks are to be excluded from this Section. However, if a call back occurs prior to a weekend or holiday building check, the building check shall be included in the two (2) hour minimum. Building checks shall be limited to one (1) hour for all elementary buildings and East Senior High. One and a half (1 1/2) hours shall be allowed for West Senior High, West Middle and East Middle-Elementary combination. It is understood that the full time allotted will be spent on duty by the person conducting the building checks.

Section 13.5:

- A. Notwithstanding Section 2 of Article XIII (Working Conditions) of the Agreement between the Civil Service Employees Association, Inc. and the Superintendent of Schools of the West Seneca Central School District, the

Employer agrees not to change or otherwise modify the regular work day and/or the regular work week (Monday through Friday) of an employee as previously established for the purpose of circumventing the payment of overtime.

- B. Notwithstanding the above Paragraph 13.5 (A), the Union agrees that effective July 1, 1998, up to six (6) full time, forty hour Custodian positions may be filled by employees hired on or after the ratification date of this agreement, who may be assigned a Tuesday through Saturday work week. These positions shall be posted as Tuesday through Saturday positions, and filled in accordance with the provision of Section 12.7 of the contract.

Section 13.6: Uniforms

Food Service personnel shall be provided with two (2) uniforms per school year. Dresses or pantsuits will be provided the female employees and shirts and trousers for the male employees.

Section 13.7:

- (a) The District agrees to provide sufficient weather gear (i.e., rainwear) for employees with the title of Groundswoker and Custodians. This weather gear is not the property of the employees but shall be kept at the job site for use by employees. It is the employees' responsibility to properly handle the clothing so as to prevent unwarranted wear or damage. This Section 13.7 shall not be subject to the grievance procedure and disputes pertaining to it will be subject to resolution by a Labor/Management Committee.

Sufficient shall mean that the number of garments available shall be equal to at least 50% of the staff.

- (b) The District shall provide Groundswokers, Custodians, Maintenance Mechanics and Bus Mechanics with a boot/work shoe allowance of ninety (\$90.00) dollars every two (2) years.

Section 13.8:

Food Service personnel required to attend meetings beyond the scheduled work day shall be compensated at the normal hourly rate for attendance at such meetings up to a maximum of fifteen (15) hours in a given year per employee, subject to the forty (40) hour overtime provision of the Fair Labor Standards Act.

Section 13.9: Labor/Management Committee

The parties to this contract agree to establish a Labor/Management Committee for the purposes of discussing and resolving problems which may develop. It is also agreed by the parties that the Committee will restrict its discussions to non-contract items.

Composition of the Committee:

- A. Three (3) members selected by the Union. Two (2) shall be selected for a term to run from July 1 - June 30 while the third member may be selected on a rotating basis according to need/topic to be discussed.
- B. Three (3) members selected by the District.
- C. Professional staff of the Union when Union members of the Committee deem it necessary.

Meetings shall be convened within five (5) days, whenever possible, following written notice from one party to the other. Such written notice shall be sent to the Superintendent of Schools when the Union requests a meeting and to the Union President when the District requests a meeting. The requesting party shall submit an agenda of items to be discussed with the request to meet. Meetings shall be limited to no more than one (1) per month.

Section 13.10:

In accordance with the school district policy, there shall be no smoking or use of tobacco products by an employee on school district property (inclusive of buildings, grounds, vehicles, etc.).

Section 13.11:

A Teacher Aide shall be given ten (10) days' notice of an involuntary transfer or reassignment to another position.

ARTICLE XIV: LAYOFF - BUMPING

Section 14.1:

In the non-competitive and labor class, a layoff shall mean a reduction in force. A termination of employment for reasons other than reduction in force will not entitle the employee to consideration in this procedure for any other assignment in the non-competitive or labor classification.

Section 14.2: Definitions for Layoff and Bumping

Seniority: (non-competitive and laborer) - Seniority shall mean the length of continuous service in a particular job function (Groundswoker, Bus Driver, Cook, etc.) counted from the effective date of official appointment by the Board of Education as recorded in the official minutes of the meeting at which the appointment was made. In cases where two (2) or more employees are appointed to the same position at the same Board of Education meeting and are otherwise equal in seniority, the order of appointment shall establish the order of seniority. An employee loses seniority only when one or more of the following occurs:

- A. He/she resigns;
- B. He/she is discharged;
- C. He/she retires;
- D. He/she refuses recall by the Employer.

Section 14.3:

Layoff Procedure: In the event of a reduction in force, the employees with the least seniority in the particular job functions shall be the first to be laid off.

Recall Procedure: Recall shall be in the reverse order to layoff with an employee on layoff retaining seniority rights accumulated at the time of layoff for two (2) years.

Section 14.4: Bumping Procedure

Bumping in the non-competitive or labor class shall be within the units listed below, or a previous job held by the affected employee. A member may bump to the next lowest class in each unit, or a previously held job only if he/she has more seniority than the least senior member in that class.

A person bumping will be paid the rate of pay at the step he is presently encumbering, e.g., Step 5 Head Mechanic to Step 5 Mechanic.

Section 14.5: The units referred to above and in the order of bumping are as follows:

Transportation A

1. Head Mechanic
2. Mechanic

Transportation B

1. Delivery Service Chauffeur
2. Bus Driver (20 or more hours)
3. Bus Attendant
4. Bus Driver (part time)

Buildings and Grounds

1. Maintenance: Bumping is to be done with least senior person. Maintenance includes T.V. Technician and Maintenance Mechanic.
2. Groundsworker
3. Laborer
4. Cleaner "A"
5. Cleaner "B"

Food Service

1. Cook
2. Assistant Cook
3. Food Service Helper - Regular part time
4. Food Service Helper - Part time

Nurses

1. RN (school nurse)
2. Health Aide

The following functions stand alone and do not fall into bumping unit:

1. Head Groundsworker
2. Teacher Aide

3. Monitor (Cafeteria)
4. Monitor (School halls and lavatory)
5. Micro Computer Technical Support Specialist

Temporary employees will be laid off in the appropriate title before full time employees are laid off.

ARTICLE XV: DISCIPLINE AND DISCHARGE PROCEDURE

Effective January 1, 1996:

- A. The District and the CSEA agree that progressive discipline can be beneficial to the interest of the District, the CSEA, and the employee, depending, for instance, on the nature of the employee's alleged misconduct and work record. Notwithstanding, the District has the right to discipline or discharge employees for just cause.
- B. Employees who are charged with or are under investigation for action which may result in disciplinary action shall have the right to be accompanied by the CSEA President or his/her designee at any meeting with a supervisor or administrator concerning the charge or investigation. Whenever practical, at least two (2) work days notice of the meeting shall be provided to the employee. If the employee declines to be accompanied by the CSEA representative, such declination shall be submitted in writing to the supervisor or administrator at the beginning of the meeting.
- C. Any employee who has successfully completed his/her probationary period may use the grievance and arbitration procedure for contesting discipline or discharge. Discipline shall mean a fine, unpaid suspension, or a combination. The grievance and arbitration procedure contained in this Agreement procedure shall be the only method for contesting discipline or discharge and the provisions of Civil Service Law pertaining to employee discipline and discharge are expressly waived for all employees. Written warnings and reprimands shall not be subject to the grievance procedure, but an employee may submit a rebuttal to such warnings and reprimands. The rebuttal shall be submitted within five (5) days and will be included in the employee's personnel folder.

- D. Employees who are charged under this section may be suspended without pay for no more than 3 days by the Superintendent of Schools or the Director of Personnel, subject to the grievance procedure. Exception: If the employee's continued presence at work represents a potential danger to the employee, the District, or other employees, the employee may be suspended without pay pending the resolution of the matter not to exceed ninety (90) days. Employees whose continued presence represents a serious disruption to the District's operations may also be suspended without pay not to exceed ninety (90) days. In such situations a reasonable effort will be made to provide the employee with the hearing rights contained in paragraph B of this Section.

ARTICLE XVI: GRIEVANCE PROCEDURE

Section 16.1:

Any grievance or dispute arising from a claim by an employee that there has been a violation, misinterpretation or inequitable application of the terms of this agreement shall be processed in accordance with the following procedure.

Section 16.2:

Any such grievance shall be processed through the following consecutive stages:

- A. **Stage 1:** The employee having a grievance will present such grievance to the representative of the CSEA designated for such purpose. Such CSEA representative will then informally discuss the grievance with the Building Principal in which the employee is employed, or with the Supervisor of the employee, as the case may be.
- B. **Stage 2:** If the grievance is not satisfactorily resolved at Stage 1, the CSEA may present the grievance, in writing, to the Building Principal or Supervisor, as the case may be, within five (5) working days after the informal conference at Stage 1. Unless the grievance is so presented, in writing, within thirty (30) working days after the occurrence of the event giving rise to such grievance, the grievance shall be deemed to be waived and shall not be

processed further. The Building Principal or Supervisor, as the case may be, shall render a decision, in writing, within five (5) working days thereafter and present the written decision to the CSEA representative. If no such decision is rendered within such five (5) working days, the CSEA may proceed forthwith to Stage 3.

- C. **Stage 3:** If the grievance is not satisfactorily resolved at Stage 2, the CSEA may file an appeal, in writing, from the decision at Stage 2 with the Superintendent within five (5) working days after receiving the decision at Stage 2. The Superintendent, or his designee, shall hold a hearing on the grievance within ten (10) working days after receipt of such appeal. The Superintendent shall render a decision, in writing, within ten (10) working days thereafter and present the written decision to the CSEA representative. If no such hearing is held within such ten (10) working days or if no such decision is rendered within such ten (10) working days after such hearing, the CSEA may proceed forthwith to Stage 4.
- D. **Stage 4-Arbitration Selection:** If both the aggrieved employee and the CSEA are dissatisfied with the decision at Stage 3, then, not later than the 10th working day after the date of that decision, the CSEA shall send a letter to the American Arbitration Association ("AAA") (with a copy to the Superintendent) which letter will specifically identify the grievance to be arbitrated and will request the AAA to send to the CSEA and the Superintendent a list of 20 names of arbitrators. Not later than the 10th working day after each party receives its copy of the list, it shall return to the AAA its copy with the names of those arbitrators unacceptable to it crossed off and the remaining names, if any, numbered in order of the party's preference. The AAA shall then appoint the arbitrator most preferred by the parties, but if the lists do not reveal any mutual choice of the parties, then the AAA shall send a second list of 20 names of arbitrators to each party and the same procedure will be followed with respect to the second list. If the second lists do not reveal any mutual choice of the parties, then the AAA shall appoint another person to serve as arbitrator. The arbitration shall then proceed in accordance with the Voluntary Labor Arbitration Rules of the AAA to the extent that such Rules do not conflict with any provision of this Agreement.

Section 16.4:

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Superintendent against any employee who initiates a grievance, against the representative of the CSEA or against any other party by reason of participation in the grievance procedure.

Section 16.5:

The 'working days' referred to in this procedure's time limits mean the working days of whomever is to take the required action. Notwithstanding the foregoing, the computation of 'working days' shall always exclude Saturdays, Sundays and all days on which school is closed. If all or a portion of a time limit falls between the last day of one school year and the first day of the next school year and the grievant is a ten (10) month employee, the appropriate representatives of the parties shall meet and decide on the time limits for processing the grievance. It is essential that the time limits set forth in this Article XVI be strictly adhered to by the parties, employees and supervisors/administrators. However, the parties may jointly consent to extend any such time limit by a written memorandum dated and signed by the representatives of each party involved at the particular step for which the time limit is waived.

ARTICLE XVII: INFORMATION

Section 17.1:

On September 1st of each year, the Employer agrees to provide the West Seneca Central School District Unit, Local #868, Civil Service Employees Association, Inc. with a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deduction and date of hire. Thereafter, the Employer agrees to provide the Union with quarterly updates. Included in any update shall be the name of any employee who terminated his/her employment as well as the name, home address, social security number, date of hire and work location of any newly hired employees.

Section 17.2: Personal Information Folders

The District shall maintain only one (1) official folder for each employee covered by this Agreement. An employee shall be given notice concerning the placement of information into the personal folder relevant to the employee's performance. The employee shall have the opportunity to sign and respond in writing to documents pertaining to performance which are added to the personal folder. Each employee covered by this Agreement shall, with two (2) work days notice, be permitted to review his/her personal folder exclusive of pre-employment information.

ARTICLE XVIII: UNION LEAVE

Section 18.1:

The Employer shall provide the Unit President or his/her designee(s) with a total of ten (10) days of Union Leave without loss of pay or leave benefits each year to attend conferences, workshops and other meetings of the Union. The Unit President shall notify the Employer forty-eight (48) hours prior to the use of this leave.

Section 18.2:

The Union President and/or employees who are designated or elected for the purpose of adjusting or investigating grievances or assisting in the administration of this agreement shall be permitted 160 hours per year of time free from their regular duties without loss of pay to fulfill these obligations, which have as their purposes the maintenance of harmonious and cooperative relations between the Employer and the Union.

Section 18.3:

Additional days and hours may be granted with prior permission and approval of the Superintendent of Schools.

ARTICLE XIX: CALL-IN NURSES

Section 19.1:

Each Nurse and Health Aide who assists with or give physicals during periods of time other than their normal work day, work week and/or work year shall receive a minimum call in of two and one half (2.5) hours pay. Any hours worked beyond two and one half (2.5) hours shall be paid at the applicable rate of pay of the affected employee.

Section 19.2:

Nursing personnel shall be allowed up to two (2) extra days with pay to set up charts and records prior to the first day of school.

ARTICLE XX: MISCELLANEOUS PROVISIONS

Section 20.1:

This Agreement may not be modified in whole or in part except by an instrument in writing, executed by both parties. No departure from any provision of this Agreement by either party, or their officers, agents, representatives or members shall be construed to constitute a continuing waiver of the right to enforce any provision.

Section 20.2:

If any provision of this Agreement is, or shall be, at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in full force and effect.

Section 20.3:

Copies of this Agreement shall be reproduced with the cost alternated between the CSEA and the District.

ARTICLE XXI: EVALUATIONS

- A. Performance appraisals of probationary employees shall be conducted at least three (3) times during the probationary period.
- B. Performance appraisals of permanent employees shall be conducted at least once every year. This appraisal shall take place between April 1 and June 30.
- C. Additional appraisals may be conducted at the employee's request or as deemed necessary.
- D. The appraisal shall be given to the employee for review.
 - 1) The supervisor shall, at the time the appraisal is given to the employee, notify the employee of the date and time a conference will be held to further review the appraisal. This conference must be scheduled within five (5) workdays.
 - 2) The employee is required to sign the appraisal. The signature indicates that the appraisal has been received and reviewed, and that the employee understands its contents.
 - 3) The employee may respond to the evaluation, in writing, within ten (10) workdays of the conference which was held to review the appraisal.
- E. The appraisal and any response shall be placed in the employee's personnel file.

ARTICLE XXII: LEGISLATIVE CLAUSE

Section 22.1:

IN ACCORDANCE WITH SECTION 204-a OF THE CIVIL SERVICE LAW IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII: DURATION

Section 23.1:

This Agreement shall be effective as of July 1, 2004. This Agreement shall continue in full force and effect through June 30, 2009.

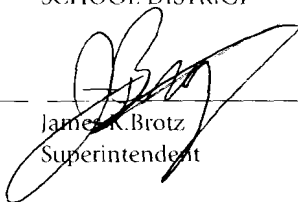
All terms of this Agreement shall become effective on July 1, 2004 unless otherwise specified.

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

WEST SENECA CENTRAL
SCHOOL DISTRICT



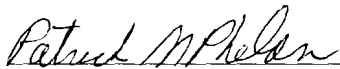
Frank Bogulski
CSEA Representative



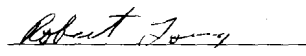
James K. Brotz
Superintendent



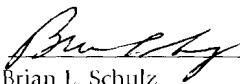
Neal Radder
CSEA Unit President



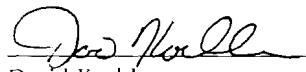
Patrick M. Phelan
Asst Superintendent,
Human Resources



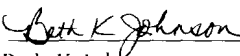
Robert Loughran



Brian L. Schulz
District Treasurer



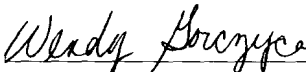
David Koehler




Beth K. Johnson
Personnel Supervisor



Paul Radder



Wendy Gorczyca



Joseph Geleta

APPENDIX A

Salary Schedule effective July 1, 2004 (1.6%) (Top step 3%)

Employees hired before June 30, 1991

Title	Steps					
	5	6	7	8	9	10
Clerk Typist	25061	26364	27442	31181		
Senior Clerk	28230	29650	30882	35081		
Account Clerk	28979	30451	31350	39904		
Health Aide/LPN	20275	21209	23119	29823		
Maintenance Helper & Head Custodian-Elem	29788	31002	33393	43077		
* Mechanic & Head Custodian – HS	31489	32714	35116	45296		
Food Service Helper	12.48					
Cook	10.53	11.39	14.94			
Teacher Aide (10 mo)	16704	21548				
Teacher Aide-classroom, bldg, personal	11.74	12.86				
Monitor	12.23					
Hall Monitor	11.88	13.10				
Account Clerk-Mini Computer Operator	29728	30990	31824	41052		
Supervising Acct Clerk-Mini Computer Operator	30985	31908	32407	41803		
TV Tech, Head Groundswoker, Head Mechanic, Maint Mechanic	34174	35407	37718	48652		

Custodian & Groundsworker	28024	29194	31527	40669		
Bus Driver	12.91	14.50	18.70			
Bus Attendant & Duplicating Machine Operator	10.36	11.76	15.18			
** Offset Printing Machine Operator	26763	27957	30452	38859		
Assistant Cook	10.33	11.19	14.73			
Laborer	23754	24482	25765	33238		
Cleaner (A)	22118	22717	23639	30493		
Cleaner (B)	11410	11736	11931	15390		
Chauffeur	29125	30304	32318	41688		
Registered Nurse	27241	28362	29486	30611	33095	42689

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

** Senior Offset Machine Operator shall receive fifteen hundred dollars (\$1500) in addition to the salary specified in Appendix A (Offset Printing Machine Operator). This amount shall be added for salary and benefits purposes.

APPENDIX A
Salary Schedule effective July 1, 2005 (1.7%) (Top step 3%)
Employees hired before June 30, 1991

Title	Steps					
	5	6	7	8	9	10
Clerk Typist	25487	26812	27909	32117		
Senior Clerk	28709	30154	34107	36133		
Account Clerk	29472	30968	31883	41101		
Health Aide/LPN	20620	21570	23512	30717		
Maintenance Helper & Head Custodian-Elem	30295	31529	33961	44369		
* Mechanic & Head Custodian - HS	32024	33270	35713	46655		
Food Service Helper	12.86					
Cook	10.70	11.58	15.38			
Teacher Aide (10 mo)	16988	22194				
Teacher Aide-classroom, bldg. personal	11.94	13.25				
Monitor	12.59					
Hall Monitor	12.08	13.49				
Account Clerk-Mini Computer Operator	30234	31517	32365	42283		
Supervising Acct Clerk-Mini Computer Operator	31512	32451	32958	43057		

TV Tech, Head Groundsworker, Head Mechanic, Maint Mechanic	34755	36008	38359	50112	
Custodian & Groundsworker	28501	29690	32063	41891	
Bus Driver	13.13	14.74	19.27		
Bus Attendant & Duplicating Machine Operator	10.54	11.95	15.64		
** Offset Printing Machine Operator	27218	28433	30969	40025	
Assistant Cook	10.51	11.38	15.17		
Laborer	24158	24898	26203	34235	
Cleaner (A)	22494	23103	24041	31408	
Cleaner (B)	11604	11935	12134	15854	
Chauffeur	29620	30819	32867	42939	
Registered Nurse	27704	28844	29988	31131	33658
					43970

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

** Senior Offset Machine Operator shall receive fifteen hundred dollars (\$1500) in addition to the salary specified in Appendix A (Offset Printing Machine Operator). This amount shall be added for salary and benefits purposes.

APPENDIX A
Salary Schedule effective July 1, 2006 (1.8%) (Top step 3%)
Employees hired before June 30, 1991

Title	Steps					
	5	6	7	8	9	10
Clerk Typist	25945	27295	28411	33081		
Senior Clerk	29226	30697	31973	37217		
Account Clerk	30003	31526	32457	42334		
Health Aide/LPN	20991	21958	23935	31639		
Maintenance Helper & Head Custodian-Elem	30840	32097	34572	45700		
* Mechanic & Head Custodian – HS	32601	33869	36356	48055		
Food Service Helper	13.24					
Cook	10.90	11.79	15.84			
Teacher Aide (10 mo)	17294	22860				
Teacher Aide-classroom, bldg, personal	12.16	13.65				
Monitor	12.97					
Hall Monitor	12.30	13.90				
Account Clerk-Mini Computer Operator	30778	32084	32948	43552		
Supervising Acct Clerk-Mini Computer Operator	32079	33035	33552	44348		
TV Tech, Head Groundswoker, Head Mechanic, Maint Mechanic	35381	36657	39050	51615		

Custodian & Groundswoker	29014	30224	32641	43148		
Bus Driver	13.37	15.01	19.84			
Bus Attendant & Duplicating Machine Operator	10.73	12.17	16.11			
** Offset Printing Machine Operator	27708	28944	31527	41225		
Assistant Cook	10.70	11.58	15.63			
Laborer	24693	25346	26674	35262		
Cleaner (A)	22899	23519	24474	32350		
Cleaner (B)	11813	12150	12352	16330		
Chauffeur	30153	31374	33459	44227		
Registered Nurse	28203	29363	30527	31692	34264	45289

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

** Senior Offset Machine Operator shall receive fifteen hundred dollars (\$1500) in addition to the salary specified in Appendix A (Offset Printing Machine Operator). This amount shall be added for salary and benefits purposes.

APPENDIX A
Salary Schedule effective July 1, 2007 (1.9%) (Top step 3%)
Employees hired before June 30, 1991

Title	Steps					
	5	6	7	8	9	10
Clerk Typist	26438	27814	28951	34073		
Senior Clerk	29782	31280	32580	38334		
Account Clerk	30573	32125	33073	43604		
Health Aide/LPN	21390	22375	24390	32588		
Maintenance Helper & Head Custodian-Elem	31426	32707	35229	47071		
* Mechanic & Head Custodian – HS	33220	34513	37047	49497		
Food Service Helper	13.64					
Cook	11.10	12.02	16.32			
Teacher Aide (10 mo)	17622	23546				
Teacher Aide-classroom, bldg, personal	12.39	14.06				
Monitor	13.36					
Hall Monitor	12.53	14.32				
Account Clerk-Mini Computer Operator	31363	32694	33574	44858		
Supervising Acct Clerk-Mini Computer Operator	32688	33663	34189	45679		
TV Tech, Head Groundsworke, Head Mechanic, Maint Mechanic	36053	37353	39792	53163		

Custodian & Groundworker	29565	30799	33261	44442		
Bus Driver	13.62	15.30	20.44			
Bus Attendant & Duplicating Machine Operator	10.93	12.40	16.59			
** Offset Printing Machine Operator	28235	29494	32126	42462		
Assistant Cook	10.90	11.80	16.09			
Laborer	25060	25827	27181	36320		
Cleaner (A)	23334	23966	24939	33321		
Cleaner (B)	12037	12381	12587	16820		
Chauffeur	30726	31970	34095	45554		
Registered Nurse	28739	29921	31107	32294	34915	46648

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

** Senior Offset Machine Operator shall receive fifteen hundred dollars (\$1500) in addition to the salary specified in Appendix A (Offset Printing Machine Operator). This amount shall be added for salary and benefits purposes.

APPENDIX A
Salary Schedule effective July 1, 2008 (2.0%) (Top step 3%)
Employees hired before June 30, 1991

Title	Steps					
	5	6	7	8	9	10
Clerk Typist	26967	28370	29530	35095		
Senior Clerk	30377	31906	33232	39484		
Account Clerk	31184	32767	33735	44913		
Health Aide/LPN	21818	22823	24878	33566		
Maintenance Helper & Head Custodian-Elem	32054	33361	35933	48485		
* Mechanic & Head Custodian – HS	33884	35203	37788	50981		
Food Service Helper	14.05					
Cook	11.33	12.26	16.81			
Teacher Aide (10 mo)	17975	24252				
Teacher Aide-classroom, bldg, personal	12.64	14.48				
Monitor	13.76					
Hall Monitor	12.78	14.75				
Account Clerk-Mini Computer Operator	31990	33348	34245	46204		
Supervising Acct Clerk-Mini Computer Operator	33342	34336	34873	47049		
TV Tech, Head Groundswoker, Head Mechanic, Maint Mechanic	36774	38100	40587	54758		
Custodian & Groundswoker	30156	31415	33926	45775		

Bus Driver	13.90	15.60	21.05			
Bus Attendant & Duplicating Machine Operator	11.15	12.65	17.09			
** Offset Printing Machine Operator	28800	30084	32768	43736		
Assistant Cook	11.12	12.04	16.58			
Laborer	25561	26344	27725	37410		
Cleaner (A)	23801	24445	25438	34320		
Cleaner (B)	12278	12629	12839	17324		
Chauffeur	31340	32610	34777	46920		
Registered Nurse	29313	30519	31730	32940	35613	48047

• Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

•• Senior Offset Machine Operator shall receive fifteen hundred dollars (\$1500) in addition to the salary specified in Appendix A (Offset Printing Machine Operator). This amount shall be added for salary and benefits purposes.

APPENDIX A-1
Salary Schedule effective July 1, 2004 (1.6%) (Top step 3%)
Employees hired after June 30, 1991

Title	Steps												
	Hire	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
	1	2	3	4	5	6	7	8	9	10	11	12	13
Clerk Typist	10.75	11.25	11.74	12.30	12.86	13.46	14.08	14.72	14.93	15.13	15.33	15.53	15.99
Senior Clerk	12.19	12.73	13.32	13.93	14.58	15.26	15.96	16.68	16.90	17.11	17.32	17.54	17.98
Account Clerk	12.69	13.27	13.88	14.51	15.18	15.89	16.61	17.37	18.18	18.67	19.17	19.67	20.46
Health Aide/LPN	12.59	13.17	13.78	14.40	14.98	15.76	16.49	17.24	18.04	18.60	19.16	19.72	20.56
Licensed Practical Nurse (hired after 7/1/99)	12.82	13.33	13.88	14.42	15.00	Merges into LPN schedule							
Maintenance Helper & Head Custodian-Elem	13.14	13.74	14.38	15.02	15.71	16.44	17.20	17.98	18.47	18.96	19.45	19.93	20.71
Mechanic & Head Custodian – HS	13.97	14.60	15.28	15.97	16.71	17.49	18.28	19.13	19.60	20.07	20.53	21.00	21.77
Chauffeur	12.86	13.44	14.08	14.71	15.39	16.09	16.85	17.61	18.04	18.48	18.92	19.35	20.04
Cleaner (B)	9.31	9.73	10.19	10.66	11.14	11.65	11.85	12.04	12.23	12.43	12.62	12.81	13.15
Registered Nurse	17.61	18.43	19.27	20.15	21.07	22.05	23.06	24.12	25.24	26.15	27.07	27.98	29.29
Registered Nurse Coordinator	20.41	21.23	22.08	22.95	23.88	24.85	25.87	27.63	28.04	28.96	29.87	30.78	32.14
TV Tech. Head Groundswoker, Head Mechanic, Maint Mechanic	15.30	16.00	16.74	17.51	18.33	19.15	20.04	20.54	21.05	21.56	22.07	22.58	23.38
Custodian & Groundswoker	12.31	12.88	13.48	14.09	14.74	15.41	16.12	16.87	17.35	17.84	18.33	18.82	19.55
Senior Custodian	12.81	13.38	13.98	14.59	15.24	15.91	16.62	17.37	17.85	18.34	18.83	19.32	20.05

Laborer	10.82	11.34	11.86	12.39	12.95	13.56	14.18	14.45	14.71	14.98	15.24	15.50	15.98
Offset Printing Machine Operator	11.61	12.12	12.68	13.27	13.88	14.51	15.18	15.89	16.61	17.06	17.51	17.95	19.13
Senior Offset Printing Machine Operator	12.11	12.62	13.18	13.77	14.38	15.01	15.68	16.39	17.11	17.56	18.01	18.45	19.63
Assistant Cook	9.10	9.53	9.96	10.43	10.93	11.44	11.98	12.54	12.93	13.33	13.73	14.12	14.73
Sr. Acct Clerk Typist and Acct Clerk/Mini Comp Operator	13.19	13.80	14.42	15.09	15.79	16.51	17.27	18.07	18.91	19.77	20.10	20.42	21.04
Hall Monitor	10.07	10.53	11.02	11.51	12.05	12.61	12.65	12.69	12.74	12.78	12.82	12.87	13.10
Sr. Acct Clerk-Mini Computer Operator	14.30	14.98	15.66	16.38	17.14	17.91	18.75	19.14	19.54	19.93	20.33	20.74	21.43
Bus Driver	11.19	11.70	12.24	12.81	13.40	14.00	14.66	15.33	16.04	16.64	17.24	17.84	18.70
Bus Attendant & Duplicating Machine Operator	8.87	9.30	9.71	10.16	10.64	11.12	11.62	12.14	12.71	13.30	13.86	14.42	15.18
Food Service Helper	8.25	8.63	9.01	9.44	9.87	10.32	10.80	11.05	11.31	11.56	11.82	12.07	12.48
Cook	9.30	9.72	10.16	10.64	11.13	11.63	12.18	12.72	13.12	13.51	13.91	14.31	14.94
Monitor	8.26	8.65	9.03	9.45	9.91	10.34	10.81	11.02	11.24	11.45	11.66	11.88	12.23
Teacher Aide	10.02	10.46	10.96	11.45	11.98	12.07	12.16	12.25	12.34	12.44	12.52	12.61	12.86
Junior Accountant	15.77	16.16	16.56	16.98	17.39	17.83	18.28	18.74	19.20	19.68	20.17	20.68	21.49
Purchasing Agent	36120	37022	37948	38897	39869	40866	41887	42934	44007	45107	46235	47391	49245
Educational TV Production Specialist	40966	41991	43041	44117	45219	46350	47509	48697	49914	51162	52441	53751	55855
Microcomputer Technical Support Specialist	46657	47823	49019	50244	51500	52787	54107	55459	56846	58268	59725	61218	63613

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

APPENDIX A-1
Salary Schedule effective July 1, 2005 (1.7%) (Top step 3%)
Employees hired after June 30, 1991

Title	Steps												
	Hire	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
	1	2	3	4	5	6	7	8	9	10	11	12	13
Clerk Typist	10.93	11.44	11.94	12.51	13.08	13.69	14.32	14.97	15.18	15.39	15.59	15.80	16.47
Senior Clerk	12.40	12.95	13.55	14.17	14.83	15.52	16.23	16.97	17.18	17.40	17.62	17.83	18.52
Account Clerk	12.91	13.49	14.11	14.76	15.44	16.16	16.89	17.67	18.49	18.99	19.50	20.00	21.07
Health Aide/LPN	12.80	13.39	14.01	14.64	15.23	16.03	16.77	17.53	18.35	18.92	19.49	20.06	21.18
Licensed Practical Nurse (hired after 7/1/99)	13.04	13.56	14.11	14.66	15.25	Merges into LPN schedule							
Maintenance Helper & Head Custodian-Elem	13.36	13.97	14.62	15.27	15.97	16.72	17.49	18.29	18.78	19.28	19.78	20.27	21.33
Mechanic & Head Custodian – HS	14.21	14.85	15.54	16.24	17.00	17.78	18.59	19.46	19.93	20.41	20.88	21.36	22.43
Chauffeur	13.08	13.67	14.32	14.96	15.65	16.37	17.13	17.91	18.35	18.80	19.24	19.68	20.64
Cleaner (B)	9.46	9.90	10.36	10.84	11.32	11.85	12.05	12.24	12.44	12.64	12.83	13.03	13.54
Registered Nurse	17.91	18.74	19.60	20.49	21.43	22.42	23.46	24.53	25.67	26.60	27.53	28.46	30.17
Registered Nurse Coordinator	20.76	21.60	22.45	23.34	24.28	25.27	26.31	28.09	28.52	29.45	30.38	31.31	33.10
TV Tech, Head Groundswoker, Head Mechanic, Maint Mechanic	15.56	16.27	17.03	17.80	18.64	19.48	20.38	20.89	21.41	21.93	22.44	22.96	24.08
Custodian & Groundswoker	12.52	13.10	13.71	14.33	14.99	15.67	16.40	17.15	17.65	18.14	18.64	19.14	20.14
Senior Custodian	13.02	13.60	14.21	14.83	15.49	16.17	16.90	17.65	18.15	18.64	19.14	19.64	20.64

Laborer	11.00	11.53	12.06	12.60	13.17	13.79	14.42	14.69	14.96	15.23	15.50	15.77	16.45
Offset Printing Machine Operator	11.81	12.33	12.90	13.49	14.11	14.76	15.44	16.16	16.89	17.35	17.80	18.26	19.70
Senior Offset Printing Machine Operator	12.31	12.83	13.40	13.99	14.61	15.26	15.94	16.66	17.39	17.85	18.30	18.76	20.20
Assistant Cook	9.26	9.69	10.13	10.61	11.12	11.63	12.18	12.75	13.15	13.56	13.96	14.36	15.17
Sr. Acct Clerk Typist and Acct Clerk/Mini Comp Operator	13.41	14.03	14.66	15.34	16.06	16.79	17.57	18.38	19.23	20.11	20.44	20.77	21.67
Hall Monitor	10.24	10.70	11.21	11.71	12.25	12.82	12.86	12.91	12.96	13.00	13.04	13.09	13.49
Sr. Acct Clerk-Mini Computer Operator	14.54	15.23	15.92	16.66	17.43	18.22	19.06	19.47	19.87	20.27	20.68	21.09	22.08
Bus Driver	11.38	11.90	12.45	13.03	13.63	14.24	14.91	15.59	16.32	16.92	17.53	18.14	19.27
Bus Attendant & Duplicating Machine Operator	9.02	9.45	9.88	10.33	10.82	11.30	11.82	12.35	12.93	13.53	14.09	14.66	15.64
Food Service Helper	8.39	8.77	9.17	9.60	10.03	10.50	10.98	11.24	11.50	11.76	12.02	12.28	12.86
Cook	9.45	9.89	10.33	10.82	11.31	11.83	12.39	12.94	13.34	13.74	14.15	14.55	15.38
Monitor	8.40	8.79	9.19	9.61	10.07	10.52	10.99	11.21	11.43	11.64	11.86	12.08	12.59
Teacher Aide	10.19	10.64	11.15	11.64	12.18	12.28	12.37	12.46	12.55	12.65	12.73	12.82	13.25
Junior Accountant	16.04	16.44	16.84	17.27	17.69	18.13	18.59	19.05	19.53	20.01	20.51	21.03	22.13
Purchasing Agent	36734	39651	38593	39558	40547	41560	42599	43664	44755	45874	47021	48197	50723
Educational TV Production Specialist	41663	42705	43773	44867	45988	47138	48317	49525	50763	52031	53332	54665	57530
Microcomputer Technical Support Specialist	47450	48636	49852	51098	52376	53685	55027	56402	57813	59258	60740	62259	65521

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

APPENDIX A-1
Salary Schedule effective July 1, 2006 (1.8%) (Top step 3%)
Employees hired after June 30, 1991

Title	Steps												
	Hire	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
	1	2	3	4	5	6	7	8	9	10	11	12	13
Clerk Typist	11.13	11.64	12.16	12.74	13.32	13.94	14.58	15.24	15.45	15.66	15.87	16.08	16.96
Senior Clerk	12.62	13.18	13.79	14.42	15.09	15.80	16.52	17.27	17.49	17.71	17.93	18.16	19.08
Account Clerk	13.14	13.74	14.37	15.02	15.71	16.45	17.20	17.99	18.82	19.33	19.85	20.36	21.70
Health Aide/LPN	13.03	13.63	14.26	14.91	15.50	16.31	17.07	17.85	18.68	19.26	19.84	20.42	21.81
Licensed Practical Nurse (hired after 7/1/99)	13.27	13.80	14.37	14.93	15.53	Merges into LPN schedule							
Maintenance Helper & Head Custodian-Elem	13.60	14.22	14.88	15.55	16.26	17.02	17.81	18.62	19.12	19.63	20.13	20.64	21.97
Mechanic & Head Custodian - HS	14.46	15.12	15.82	16.54	17.30	18.10	18.92	19.81	20.29	20.77	21.26	21.74	23.10
Chauffeur	13.32	13.92	14.58	15.23	15.94	16.66	17.44	18.23	18.68	19.13	19.59	20.04	21.26
Cleaner (B)	9.64	10.08	10.55	11.03	11.53	12.06	12.26	12.46	12.66	12.86	13.06	13.26	13.95
Registered Nurse	18.23	19.08	19.95	20.86	21.82	22.83	23.88	24.97	26.13	27.08	28.02	28.97	31.08
Registered Nurse Coordinator	21.13	21.98	22.86	23.76	24.72	25.73	26.78	28.60	29.03	29.98	30.93	31.87	34.09
TV Tech, Head Groundswoker, Head Mechanic, Maint Mechanic	15.84	16.57	17.33	18.12	18.98	19.83	20.74	21.27	21.79	22.32	22.85	23.37	24.80
Custodian & Groundswoker	12.75	13.34	13.96	14.59	15.26	15.96	16.69	17.46	17.97	18.47	18.98	19.48	20.74
Senior Custodian	13.25	13.84	14.46	15.09	15.76	16.46	17.19	17.96	18.47	18.97	19.48	19.98	21.24

Laborer	11.20	11.74	12.28	12.82	13.41	14.04	14.68	14.96	15.23	15.50	15.78	16.05	16.95
Offset Printing Machine Operator	12.02	12.55	13.13	13.74	14.37	15.02	15.71	16.45	17.20	17.66	18.12	18.59	20.29
Senior Offset Printing Machine Operator	12.52	13.05	13.63	14.24	14.87	15.52	16.21	16.95	17.70	18.16	18.62	19.09	20.79
Assistant Cook	9.42	9.87	10.31	10.80	11.32	11.84	12.40	12.98	13.39	13.80	14.21	14.62	15.63
Sr. Acct Clerk Typist and Acct Clerk/Mini Comp Operator	13.65	14.28	14.93	15.62	16.35	17.09	17.88	18.71	19.58	20.47	20.81	21.14	22.32
Hall Monitor	10.42	10.90	11.41	11.92	12.48	13.05	13.10	13.14	13.19	13.23	13.27	13.33	13.90
Sr. Acct Clerk-Mini Computer Operator	14.80	15.50	16.21	16.96	17.75	18.54	19.41	19.82	20.23	20.64	21.05	21.47	22.74
Bus Driver	11.58	12.12	12.68	13.26	13.87	14.49	15.18	15.87	16.61	17.23	17.85	18.47	19.84
Bus Attendant & Duplicating Machine Operator	9.18	9.62	10.06	10.52	11.01	11.51	12.03	12.57	13.16	13.77	14.35	14.93	16.11
Food Service Helper	8.54	8.93	9.33	9.77	10.21	10.69	11.18	11.44	11.71	11.97	12.23	12.50	13.24
Cook	9.62	10.07	10.52	11.01	11.52	12.04	12.61	13.17	13.58	13.99	14.40	14.81	15.84
Monitor	8.55	8.95	9.35	9.78	10.26	10.71	11.19	11.41	11.63	11.85	12.08	12.30	12.97
Teacher Aide	10.37	10.83	11.35	11.85	12.40	12.50	12.59	12.69	12.78	12.87	12.96	13.05	13.65
Junior Accountant	16.33	16.74	17.15	17.58	18.01	18.46	18.92	19.40	19.88	20.37	20.88	21.41	22.79
Purchasing Agent	37395	38329	39287	40270	41276	42308	43365	44450	45561	46700	47867	49065	52444
Educational TV Production Specialist	42412	43474	44560	45674	46816	47986	49187	50416	51676	52968	54292	55649	59256
Microcomputer Technical Support Specialist	48304	49512	50750	52018	53318	54651	56017	57417	58853	60325	61833	63379	67487

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

APPENDIX A-1
Salary Schedule effective July 1, 2007 (1.9%) (Top step 3%)
Employees hired after June 30, 1991

Title	Steps												
	Hire	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr
	1	2	3	4	5	6	7	8	9	10	11	12	13
Clerk Typist	11.34	11.87	12.39	12.98	13.57	14.20	14.86	15.53	15.75	15.96	16.17	16.39	17.47
Senior Clerk	12.86	13.43	14.05	14.70	15.38	16.10	16.84	17.60	17.82	18.05	18.28	18.50	19.65
Account Clerk	13.39	14.00	14.64	15.31	16.01	16.76	17.52	18.33	19.18	19.70	20.23	20.75	22.35
Health Aide/LPN	13.28	13.89	14.53	15.19	15.80	16.62	17.40	18.19	19.04	19.63	20.22	20.80	22.47
Licensed Practical Nurse (hired after 7/1/99)	13.53	14.06	14.64	15.21	15.82	Merges into LPN schedule							
Maintenance Helper & Head Custodian-Elem	13.86	14.49	15.17	15.84	16.57	17.34	18.15	18.97	19.49	20.00	20.52	21.03	22.63
Mechanic & Head Custodian – HS	14.74	15.40	16.12	16.85	17.63	18.45	19.28	20.18	20.68	21.17	21.66	22.16	23.79
Chauffeur	13.57	14.18	14.86	15.52	16.24	16.98	17.77	18.58	19.04	19.50	19.96	20.42	21.90
Cleaner (B)	9.82	10.27	10.75	11.24	11.75	12.29	12.50	12.70	12.91	13.11	13.31	13.52	14.36
Registered Nurse	18.58	19.44	20.33	21.25	22.23	23.26	24.33	25.45	26.62	27.59	28.55	29.52	32.01
Registered Nurse Coordinator	21.53	22.40	23.29	24.21	25.19	26.22	27.29	29.14	29.58	30.55	31.51	32.48	35.12
TV Tech, Head Groundsworker, Head Mechanic, Maint Mechanic	16.14	16.88	17.66	18.47	19.34	20.20	21.14	21.67	22.21	22.74	23.28	23.82	25.55
Custodian & Groundsworker	12.99	13.59	14.22	14.87	15.55	16.26	17.01	17.79	18.31	18.82	19.34	19.85	21.36
Senior Custodian	13.49	14.09	14.72	15.37	16.05	16.76	17.51	18.29	18.81	19.32	19.84	20.35	21.86

Laborer	11.42	11.96	12.51	13.07	13.67	14.31	14.96	15.24	15.52	15.80	16.08	16.36	17.46
Offset Printing Machine Operator	12.25	12.79	13.38	14.00	14.64	15.31	16.01	16.76	17.52	18.00	18.47	18.94	20.90
Senior Offset Printing Machine Operator	12.75	13.29	13.88	14.50	15.14	15.81	16.51	17.26	18.02	18.50	18.97	19.44	21.40
Assistant Cook	9.60	10.05	10.50	11.01	11.53	12.07	12.64	13.23	13.64	14.06	14.48	14.90	16.09
Sr. Acct Clerk Typist and Acct Clerk/Mini Comp Operator	13.91	14.56	15.21	15.92	16.66	17.42	18.22	19.07	19.95	20.86	21.20	21.54	22.99
Hall Monitor	10.62	11.10	11.63	12.14	12.71	13.30	13.34	13.39	13.44	13.48	13.53	13.58	14.32
Sr. Acct Clerk-Mini Computer Operator	15.08	15.80	16.52	17.28	18.08	18.90	19.78	20.19	20.61	21.03	21.45	21.88	23.42
Bus Driver	11.80	12.35	12.92	13.52	14.14	14.77	15.47	16.17	16.92	17.56	18.19	18.82	20.44
Bus Attendant & Duplicating Machine Operator	9.36	9.81	10.25	10.72	11.22	11.73	12.26	12.81	13.41	14.03	14.62	15.21	16.59
Food Service Helper	8.70	9.10	9.51	9.96	10.41	10.89	11.39	11.66	11.93	12.20	12.47	12.73	13.64
Cook	9.81	10.26	10.72	11.22	11.74	12.27	12.85	13.42	13.84	14.26	14.67	15.09	16.32
Monitor	8.71	9.12	9.53	9.97	10.45	10.91	11.40	11.63	11.85	12.08	12.30	12.53	13.36
Teacher Aide	10.57	11.04	11.57	12.08	12.64	12.73	12.83	12.93	13.02	13.12	13.21	13.30	14.06
Junior Accountant	16.64	17.05	17.47	17.91	18.35	18.81	19.28	19.77	20.26	20.76	21.28	21.81	23.48
Purchasing Agent	38106	39057	40034	41035	42061	43112	44189	45295	46426	47587	48777	49997	53812
Educational TV Production Specialist	43218	44300	45407	46542	47705	48898	50121	51374	52658	53974	55324	56707	61034
Microcomputer Technical Support Specialist	49222	50452	51714	53007	54331	55689	57082	58508	59971	61471	63008	64584	69511

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

APPENDIX A-1

Salary Schedule effective July 1, 2008 (2.0%) (Top step 3%)
Employees hired after June 30, 1991

Title	Steps													
	Hire	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr	11 yr	12 yr	
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Clerk Typist	11.57	12.10	12.64	13.24	13.84	14.49	15.15	15.84	16.06	16.28	16.50	16.72	17.99	
Senior Clerk	13.12	13.70	14.33	14.99	15.69	16.42	17.18	17.95	18.18	18.41	18.64	18.87	20.24	
Account Clerk	13.66	14.28	14.93	15.61	16.33	17.10	17.88	18.70	19.56	20.09	20.63	21.17	23.02	
Health Aide/LPN	13.55	14.17	14.83	15.49	16.12	16.96	17.74	18.55	19.42	20.02	20.62	21.22	23.14	
Licensed Practical Nurse (hired after 7/1/99)	13.80	14.34	14.93	15.51	16.14	Merges into LPN schedule								
Maintenance Helper & Head Custodian-Elem	14.14	14.78	15.47	16.16	16.90	17.69	18.51	19.35	19.88	20.40	20.93	21.45	23.31	
Mechanic & Head Custodian – HS	15.03	15.71	16.44	17.19	17.98	18.82	19.67	20.59	21.09	21.59	22.10	22.60	24.51	
Chauffeur	13.84	14.46	15.15	15.83	16.56	17.32	18.13	18.95	19.42	19.89	20.36	20.83	22.55	
Cleaner (B)	10.01	10.47	10.97	11.47	11.98	12.54	12.75	12.96	13.16	13.37	13.58	13.79	14.80	
Registered Nurse	18.95	19.83	20.74	21.68	22.67	23.72	24.82	25.95	27.16	28.14	29.13	30.11	32.97	
Registered Nurse Coordinator	21.96	22.85	23.76	24.70	25.69	26.74	27.84	29.73	30.17	31.16	32.14	33.13	36.17	
TV Tech, Head Groundsworke Head Mechanic, Maint Mechanic	16.47	17.22	18.02	18.84	19.72	20.61	21.56	22.11	22.65	23.20	23.75	24.29	26.32	
Custodian & Groundsworke	13.25	13.86	14.51	15.16	15.86	16.59	17.35	18.15	18.67	19.20	19.72	20.25	22.00	
Senior Custodian	13.75	14.36	15.01	15.66	16.36	17.09	17.85	18.65	19.17	19.70	20.22	20.75	22.50	

Laborer	11.64	12.20	12.76	13.33	13.94	14.60	15.26	15.55	15.83	16.12	16.40	16.68	17.98
Offset Printing Machine Operator	12.50	13.04	13.64	14.28	14.93	15.61	16.33	17.10	17.88	18.36	18.84	19.32	21.53
Senior Offset Printing Machine Operator	13.00	13.54	14.14	14.78	15.43	16.11	16.83	17.60	18.38	18.86	19.34	19.82	22.03
Assistant Cook	9.80	10.26	10.71	11.23	11.76	12.31	12.89	13.49	13.92	14.34	14.77	15.20	16.58
Sr. Acct Clerk Typist and Acct Clerk/Mini Comp Operator	14.19	14.85	15.51	16.24	16.99	17.77	18.59	19.45	20.35	21.28	21.63	21.98	23.68
Hall Monitor	10.83	11.33	11.86	12.39	12.97	13.57	13.61	13.66	13.71	13.75	13.80	13.85	14.75
Sr. Acct Clerk-Mini Computer Operator	15.38	16.12	16.85	17.62	18.44	19.27	20.17	20.60	21.02	21.45	21.88	22.31	24.12
Bus Driver	12.04	12.59	13.17	13.79	14.42	15.07	15.78	16.50	17.26	17.91	18.55	19.20	21.05
Bus Attendant & Duplicating Machine Operator	9.54	10.00	10.45	10.93	11.45	11.96	12.51	13.06	13.68	14.31	14.91	15.51	17.09
Food Service Helper	8.88	9.28	9.70	10.16	10.62	11.11	11.62	11.90	12.17	12.44	12.72	12.99	14.05
Cook	10.00	10.46	10.93	11.45	11.97	12.52	13.11	13.69	14.11	14.54	14.97	15.39	16.81
Monitor	8.89	9.30	9.75	10.17	10.66	11.13	11.63	11.86	12.09	12.32	12.55	12.78	13.76
Teacher Aide	10.78	11.26	11.80	12.32	12.89	12.99	13.09	13.19	13.28	13.38	13.47	13.57	14.48
Junior Accountant	16.97	17.39	17.82	18.27	18.72	19.19	19.67	20.16	20.66	21.18	21.70	22.25	24.18
Purchasing Agent	38868	39839	40835	41856	42902	43974	45073	46200	47355	48539	49753	50997	55426
Educational TV Production Specialist	44083	45186	46315	47473	48659	49876	51124	52402	53711	55054	56430	57841	62865
Microcomputer Technical Support Specialist	50206	51461	52748	54067	55418	56803	58223	59679	61171	62700	64268	65875	71597

* Each Senior High Head Custodian covered under this contract shall receive one thousand dollars (\$1000) in addition to the salary specified in Appendix A. This amount shall be added for salary and benefits purposes.

APPENDIX B-1

SICK LEAVE

(Eleven and Twelve Month Employees)

Service Years *	Days Per Year *	Accumulated Per Year *	Extended Sick Leave *
1	10	—	—
2	10	20	10
3	10	30	20
4	10	40	30
5	11	51	40
6	11	62	
7	11	73	
8	11	84	
9	11	95	
10	11	106	
11	11	117	
12	11	128	
13	10	138	
14	10	148	
15 or more	10	158	

**Total Maximum Accumulation including
unused emergency days 210**

*A service year shall be defined as a complete year of service
measured from July 1 - June 30

APPENDIX B-2

SICK LEAVE

(Forty Week Employees)

Service Years *	Days Per Year *	Accumulated Per Year *	Extended Sick Leave *
1	8	—	—
2	8	16	8
3	8	24	16
4	8	32	24
5	9	41	32
6	9	50	
7	9	59	
8	9	68	
9	9	77	
10	9	86	
11	8	94	
12	8	102	
13	8	110	
14	8	118	
15 or more	8	126	

**Total Maximum Accumulation including
unused emergency days 168**

*A service year shall be defined as a complete year of service measured from July 1 - June 30

